

City of Warwick
Request for Proposals
For
Parcel Automation/Mapping Update & Web GIS Application

I. GENERAL INFORMATION

Purpose. The City of Warwick seeks to 1.) update/or develop new, high-quality city-wide GIS digital parcel database 2.) establish an interactive WebGIS application that integrates Rhode Island GIS data, local data and provides for annual parcel updates, and 3.) Convert hard copy zoning map (hand drawn Zoning drawn on Assessor's Plat Map) to digital zoning map for use in a GIS compatible format with the above.

The consultant is to develop a high-quality city-wide digital parcel database, integrate other RIGIS and local data, and make the information available on a website through an interactive application. All GIS products must be delivered as topologically correct ESRI ArcGIS Geodatabases with FGDC-compliant metadata.

The City has a digital parcel database complete as of Tax Year December 31, 2001. At the consultant's discretion this file may be updated, or the Consultant may create a new parcel database. Either way, the Consultant shall utilize the most current Assessor Tax Maps as defined by the City Assessor at date of award.

Schedule.

The detail of work required to be performed is outlined in the section entitled "Scope of Services". The work shall begin immediately with a project kick-off meeting. Parcel development should be completed within 6 months of Notice to Proceed and shall be completed prior to other datasets being developed or aligned. All deliverables will be reviewed by the City's GIS Project Management team.

EXISTING RESOURCES

All prospective bidders shall have access to the existing digital parcel database and the rectified tax plat scans, as completed in 2002. As part of the file – an early "pilot project" completed in 1996 by the University of Rhode Island (six square miles) was updated and incorporated into the 2002 update. A truncated extract of the Assessor's database with only relevant fields (as agreed upon by the City and Consultant at project kick-off meeting) shall be provided to the successful bidder post bid award.

FUNDING CONDITIONS:

This project is partially being funded via a HUD Community Development Disaster Recovery Assistance Grant and therefore special conditions apply (attached). The primary intent of the use of this data is to assist the City in long-term Hazard Mitigation Mapping and Planning and risk reduction.

II. SCOPE OF SERVICES

The City of Warwick, RI seeks a qualified consultant to develop a city-wide digital parcel base linked to the City Assessor's database, and to **develop OR host** on an internet-based GIS mapping platform, a portal for publishing the municipal GIS online. The web application's primary functionality will be to support parcel-based query, selection, display and mapping and shall include abutter mapping and address generation capabilities.

Purpose, goals and desired outcomes of the online GIS application include:

- Improving citizen services through online access to information 24x7
- Assisting the City in providing public accessibility to the City's new Geographic Information System
- Enabling the general public, property owners, and professionals to use an internet browser to query, browse, report, print maps, and create abutters lists from their own computers/printers
- Reducing costs related to providing GIS software to City staff

The scope of services is identified below.

Task 1 Develop digital parcel data

- Automate 185 Assessor's Tax Maps (Mylar Scale 1" = 100'), and the city- wide Index Map. Total approximately 40,952 active parcels, which will include:
 - All lot lines, original lot numbers, common ownership parcels, bridges, easements, cemeteries, block limits and rights-of-way, etc.
 - All lot numbers, original lot numbers, block numbers, lot areas, lot dimensions (when present), feature names (e.g., drainage lot/City Hall/Warwick Neck Elementary School), and adjacent town names (which may be obtained from RIGIS town boundary dataset to create on-the-fly label text for adjacent town names.)
 - Street names sourced from RI E-911 Roads data
 - Hydrography features (ponds, streams) and names sourced from RIGIS 1:5000 datasets, if not locally available
- Code GIS parcel polygons with an Assessor's map/lot identifier (linked to the Assessor's database extract) and reconcile parcel-CAMA and CAMA-parcel mismatches to achieve 96% match rate at a minimum
- Compare lot areas as shown on tax maps with the CAMA database, and GIS-calculated lot areas; Code parcels with percent difference between deeded and GIS-calculated lot areas (to enable parcels with significant differences to be further researched by the City)
- Design an Esri Geodatabase for seamless, city-wide parcel data, complete with feature classes, feature-linked annotation and topology in RI State Plane Coordinate System, NAD83, units feet that meets or exceeds RIGIS parcel standards. The geodatabase shall be approved by the City prior to parcel automation.
- Develop an adjacent 4-sheet pilot area
- Prepare draft and final tax maps as .PDFs using the new GIS data layers, as part of the 50% and 100% deliverables
- Prepare one complete set of the final tax maps on bond paper

- Prepare a separate cost option for annual maintenance of the parcel database that shall include CAMA linking, parcel changes report documentation, one (1) set of tax maps in both PDF and paper formats.

Task 1 Deliverables

- Esri Geodatabase parcel database schema
- Pilot area geodatabase and pilot area maps, in both digital and paper formats
- Reconciliation maps and lists, in both digital and paper formats
- Draft and final tax maps as .PDFs , as part of 50% and 100% deliverables
- One complete set of final Tax Maps on high quality bond paper
- MXD file set-up for production of final Tax Maps.
- City-wide seamless parcel base, topologically correct, minimum 96% match rate to the Assessor's database in Esri Geodatabase format with metadata on a CD/DVD.
- A How-To document of the parcel update process, methods and guidelines

Task 2 Develop/adjust existing datasets to align with new parcel base

- Develop feature-linked annotation for the road centerline RI E-911 data layer for the City, sized appropriately for use on an overall city street map with street index
- Prepare draft city-wide Plat Index Street Map, for City review

Task 2 Deliverables

- Annotated Road Centerline data in Esri Geodatabase format with metadata on a CD/DVD
- One hard copy Street Map on high quality bond paper
- PDFs of draft and final Maps
- MXD File

Task 3 Develop a web-based application for the GIS system and Annual parcel updates

- Develop a secure, web-based site that is available for City personnel and the general public by clicking on a link from the City of Warwick's website
- Provide a full-screen, resizable map interface with fast map display using the latest caching technology
- Provide a modern, intuitive, user friendly interface that includes access to a list of "Frequently Asked Questions"
- Information should be packaged to answer frequent questions from typical customers of City services such that answers are quick and do not require the user to understand GIS or put forth much effort assembling the information
- Provide property, address, and abutter's list and buffer capabilities,
- Display easy to use thematic map overlays (as developed in Tasks 1 and 2, as well as other RIGIS and local data, such as wetlands, water features, topography, flood plain, open space, historic aerial photos, street centerlines, E-911 site address points, and canvassing districts)
- Work with the City to make final determination of the layers and themes to be included. FEMA Flood Zone Mapping is a required data layer.

- Provide ability for the user to mark-up the map with a variety of tools, to set desired map scale and page size, and to display spatial data and aerial imagery clearly at the parcel-level map scale.
- Ensure that the application will support a variety of operations by providing an interactive and highly functional interface into the GIS database and “live-linked” department databases
- Ensure that the application is extensible and configurable to allow future enhancements and additions as the City’s GIS needs evolve
- Configure website options to the City’s preferences
- Make a pilot WebGIS application accessible to City personnel for review and comment prior to making the finalized WebGIS open to the public
- Provide one (1) group demonstration of the WebGIS application to City personnel, plus hold one (1) live demonstration for the City Council and general public once the WebGIS application is finalized
- Create a succinct user manual that provides an overview of how to use the WebGIS application to meet a variety of needs
- Provide separate itemized cost options for monitoring, periodic updates and projected annual charges for hosting the system. Respondents are welcome to propose one or more WebGIS applications. If proposing more than one option, respondents should provide the pros and cons of each option.
 - As part of the WebGIS the City also requires annual updating of the parcel layer.

Task 3 Deliverables

- Fully functional web-based GIS application customized to Warwick’s needs and data
- Esri Geodatabase containing all data layers provided in the WebGIS application (e.g., open space, flood, watersheds, etc.) on a CD/DVD/Flash Drive
- User manual that succinctly explains how to use the WebGIS application
 - Annual update of parcels

Task 4 Develop City-Wide Zoning Map

- Convert existing paper zoning maps for use as an overlay within a GIS system for use with the newly updated/developed parcel database.. Existing zoning maps are hand drawn on 1988 Assessor’s Plat Map. Attention to detail is critical as long-term intention is to migrate from hard copy to digital for the official zoning map for the City of Warwick.

III. PROPOSAL SUBMISSION

General Instructions and Notifications to Bidders.

Before submitting proposals, proposers must examine the Request for Proposal documents thoroughly, and familiarize themselves with Federal, State and local laws including but not limited to all applicable Federal, State, and local codes or regulations. All regulations and codes of all authorities having jurisdiction over this project shall apply to this RFP the same as written herein in full.

Proposals shall include, but not be limited to, the following information:

- Company Introduction. Respondents should include a complete description and other relevant information documenting company's background, organizational structure, expertise and length of experience.
- Project organizational chart, including the Project manager, names of all assigned individuals and any sub- consultants.
- Name and qualifications of Project Consultant responsible for day-to-day Project design and management; and serving as point of contact with City's GIS Project Committee and party responsible for timely and professional project delivery.
- Consultant's expertise in reference to Project work to be performed, including at least three similar projects with dates of completion, fees, and client references .
- Consultant's proposed approach and timeline to the work.
- Respondent should describe the number of meetings and presentations proposed. At a minimum plan for 4 meetings and 2 demonstrations (City staff, City Council).
- Existing workload. Respondents should describe their capacity to add this project to their existing workload within the timelines expressed.
- Confirmation of required insurance.
- Cost proposal. All pricing submitted will be considered to be ***firm and fixed*** unless otherwise indicated herein.
- All forms as required by Purchasing Department.
- Adherence to HUD requirements

All costs associated with developing or submitting documents in response to this request and/or in providing oral or written clarification of its content shall be borne by the respondent.

Potential respondents are advised to review all sections to this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Proposals which depart from or materially after the terms, requirements, or scope of work defined by this Request may be rejected as being non-responsive.

IV. SELECTION OF FIRM

Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. All respondents are advised to review all sections of this Request and to follow instructions carefully as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the respondent's proposals, and the subcontractor(s) proposed to be used are identified in the proposal.

The GIS Steering Committee shall make a recommendation to the City Council based upon the following Scoring criteria:

- Relevant experience of firm and project team and favorable recommendations from municipalities and agencies.
- Price
- Project approach, schedule, understanding and ability deliver in a manner most beneficial to the City as determined by the review committee.

If the aggregate price offers substantial benefit to award to one bidder, the City may select one firm for the entire project that is not necessarily the low bidder.

V. ADDITIONAL REQUIREMENTS

Award.

Responses shall be evaluated on the basis of the relative merits of the proposal. The City of Warwick reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be the most favorable to the best interest of the City.

Compensation and Payment Terms. Compensation will be based upon the deliverables list according to the technical/cost proposal. The successful respondent will submit an invoice based on City approved deliverables.

The City will review and accept invoices for payment processing in a timely manner conditional upon satisfactory completion and acceptance of (1) all evaluation requirements and (2) complete, accurate submission of scheduled deliverables as described in scope of work.

COST PROPOSAL

1. Parcel Automation: _____

2. WebGIS and annual parcel update _____

3. Zoning Map Automation: _____

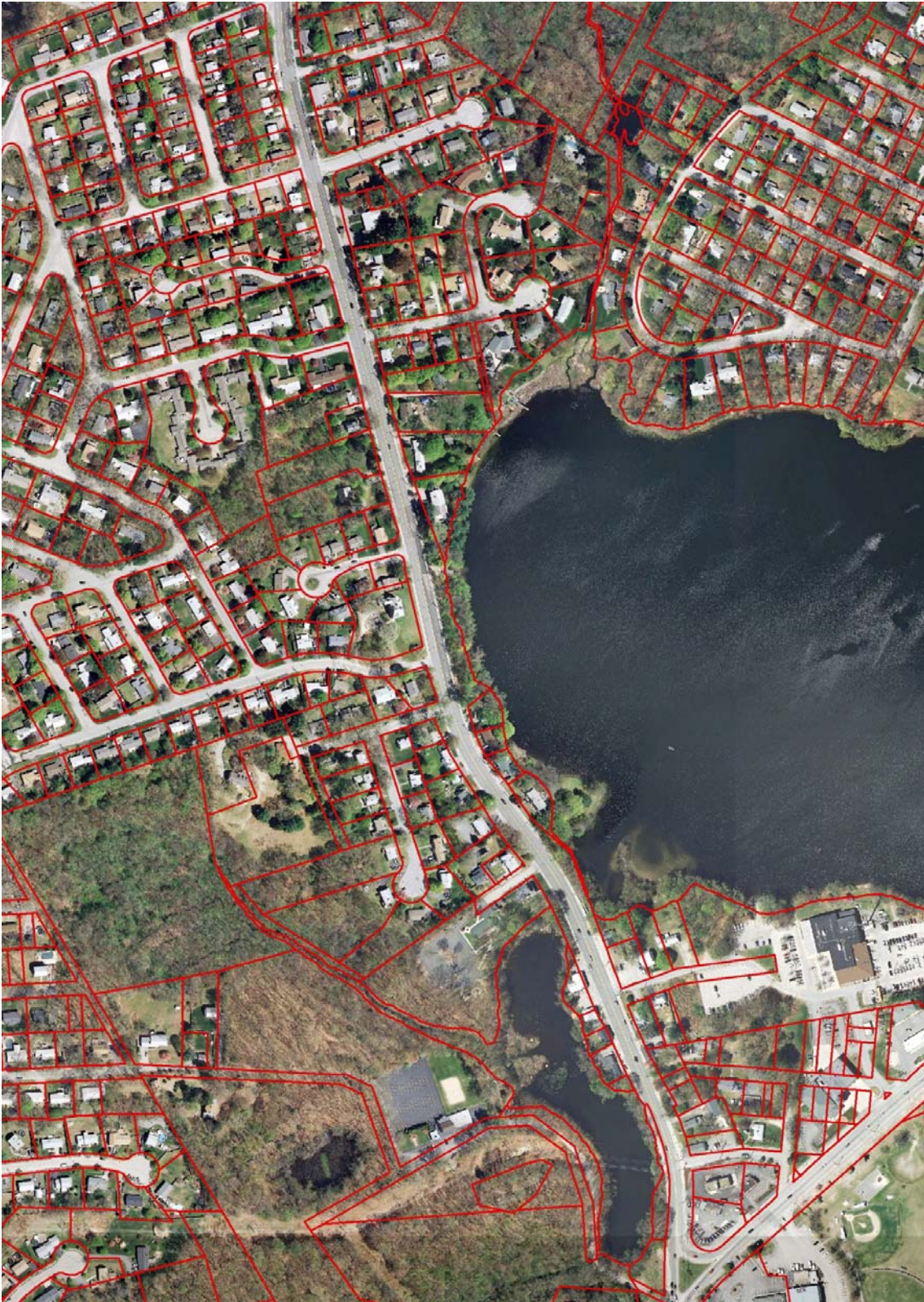
TOTAL _____

APPENDIX

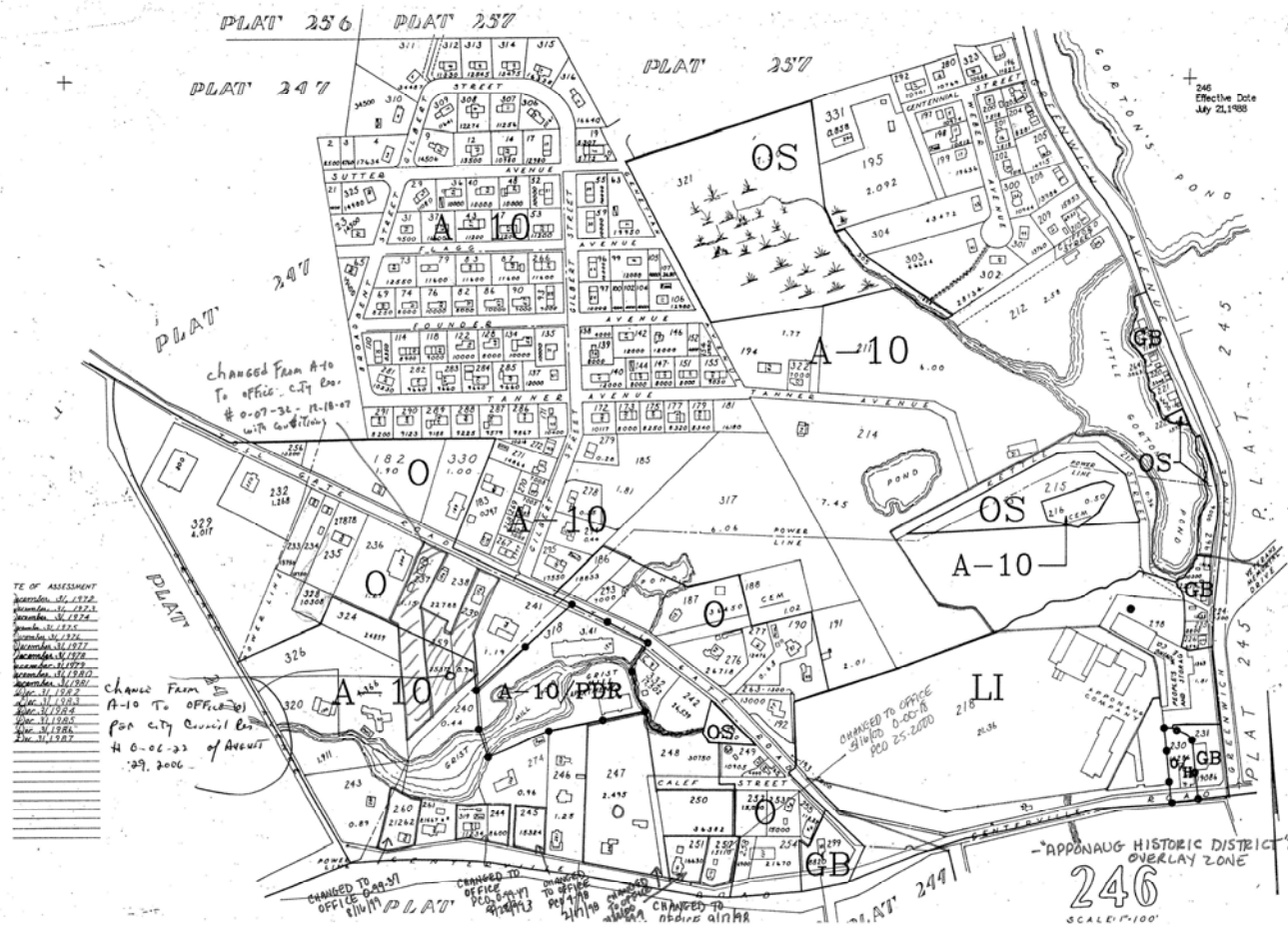
As a general guide the following is an approximation of the number of map changes since 2001. Note: this is an approximation only – each “change” may result in multiple lot cuts and therefore require multiple line changes and associated coding. For example one “change” may consist of either movement of one lot boundary line or it could consist of development of a new street with multiple lot cuts. Consultants should use this as a guide only and investigate the individual map changes to determine the actual work that needs to be completed as part of this project.

Year	Subdivisions	Abandonments & Condemnations	Total
2001	60	7	67
2002	65	7	72
2003	61	7	68
2004	57	5	62
2005	52	6	58
2006	43	7	50
2007	55	5	60
2008	32	7	39
2009	21	7	28
2010	32	4	36
2011	30	2	32
2012	18	4	22
2013	41	6	47
2014	50		51
TOTAL	568	74	692

EXAMPLE – CURRENT PARCEL DATABASE DRAWN ON A 2011 AERIAL (RIGIS)



ZONING MAP EXAMPLE



**CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS**

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

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subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to

Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

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Office of Housing and Community Development

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246,
AS AMENDED**

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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